

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA
WILKES-BARRE DIVISION**

In re: Sandra Sattof Debtor, David Sattof Joint Debtor, _____/	Bankruptcy No. 5:23-bk-00774-MJC Chapter 13
NewRez LLC d/b/a Shellpoint Mortgage Servicing, Movant, v. Sandra Sattof David Sattof Jack N Zaharopoulos Respondents.	

STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY

Movant, NewRez LLC d/b/a Shellpoint Mortgage Servicing, and Sandra Sattof and David Sattof, “Debtor(s)” by and through their respective attorneys, hereby stipulate as follows:

I. BACKGROUND:

1. On January 4, 2002, David Sattof and Sandra D. Sattof, executed and delivered a Promissory Note (“Note”) and a Mortgage (“Mortgage”) securing payment of the Note in the amount of \$140,000.00.
2. The Mortgage was recorded on January 11, 2002, with the Luzerne County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in Luzerne County commonly known as 2635 Blytheburn Road RD, Mountain Top, Pennsylvania 18707 (the “Property”).
4. The Note and Mortgage were lastly assigned to NewRez LLC d/b/a Shellpoint Mortgage Servicing.
5. Debtor(s) has defaulted under the terms of the Note and Mortgage by failing to make the monthly

post-petition payments of principal, interest and escrow. As of April 11, 2024, the post-petition arrearage owed to Movant is \$3,538.44 and consists of January 1, 2024 through April 1, 2024 monthly mortgage payments at \$1,108.37, less a suspense balance of \$895.04.

6. Thus, Debtor(s)'s post-petition arrearage currently totals the sum of \$3,538.44.
7. Debtor(s) further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$1,108.37, per month shall become due under the Note and Mortgage on the First of each successive month, beginning May 1, 2024 until the Note is paid in full. Debtor(s) acknowledges that the monthly payment is subject to change and is responsible for same.
8. NewRez LLC d/b/a Shellpoint Mortgage Servicing, and Debtor(s) desire to resolve Debtor(s)'s post-petition arrearage in accordance with the set forth terms below:

II. STIPULATION FOR RELIEF FROM STAY

9. Debtor(s) confirms and acknowledges his obligations to NewRez LLC d/b/a Shellpoint Mortgage Servicing, under the Note and Mortgage.
10. Debtor(s) further confirms and acknowledges his failure to make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in paragraphs 5 and 6.
11. Debtor(s) further confirms and acknowledges his obligations to make the regular post-petition payments of principal and interest going forward from May 1, 2024 as set forth above in paragraph 7.
12. Debtor further agrees to file an Amended Plan within 30 days of the entry of an Order Approving this Stipulation which will include treatment for the post-petitions arrears owed to NewRez LLC d/b/a Shellpoint Mortgage Servicing. The plan shall state that the post-petition arrears through April 1, 2024 shall be paid over the remaining life of the plan in payments by the Chapter 13

Trustee. If necessary, NewRez LLC d/b/a Shellpoint Mortgage Servicing shall file a supplemental claim or amended proof of claim reflecting the post-petition arrears through April 1, 2024.

13. In the event that Debtor(s) converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor(s) shall cure the pre-petition and post-petition arrears within ten (10) days from date of conversion. Should the Debtor(s) fail to cure the arrearage, NewRez LLC d/b/a Shellpoint Mortgage Servicing, will send Debtor(s)'s counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, NewRez LLC d/b/a Shellpoint Mortgage Servicing, may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.
14. In the event the Debtor(s) should default on his obligations under this Stipulation by failing to comply with the provisions as set forth above in paragraph 11 and/or tender in full any of the payments described in paragraph 12, on or before the dates on which they are due, then NewRez LLC d/b/a Shellpoint Mortgage Servicing, its successors and/or assigns shall serve Debtor(s)' Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor(s) fails to cure the default within fifteen (15) days of the date of the written notification, then, NewRez LLC d/b/a Shellpoint Mortgage Servicing, may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon NewRez LLC d/b/a Shellpoint Mortgage Servicing, or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor(s) or the Order of this Court. If Movant has to send a Notice of Default, the Debtor shall pay \$100.00 per notice, as attorney fees, in addition to whatever funds are needed to cure the default prior to the expiration of the allowed cure period.
15. Additionally, Debtor(s) agrees that he is not permitted more than two (2) defaults from the date of

this Stipulation. Debtor(s) agrees that if he defaults under the terms of this Stipulation more than two (2) times, then, without any further notice, NewRez LLC d/b/a Shellpoint Mortgage Servicing, its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon NewRez LLC d/b/a Shellpoint Mortgage Servicing, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.

16. Neither NewRez LLC d/b/a Shellpoint Mortgage Servicing's consent to this Stipulation nor NewRez LLC d/b/a Shellpoint Mortgage Servicing's acceptance of any payments tendered by Debtor(s) shall be construed as a waiver of NewRez LLC d/b/a Shellpoint Mortgage Servicing's right to proceed with or commence a foreclosure other legal action against Debtor(s) under this Stipulation; however, NewRez LLC d/b/a Shellpoint Mortgage Servicing, agrees to credit Debtor(s)' account for any payments made by Debtor(s) in accordance with this Stipulation, the Note and/or Mortgage.
17. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
18. Debtor(s) hereby certifies and confirms that he has reviewed the terms of the Stipulation with his Counsel that Debtor(s) understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor(s) to sign this Stipulation on his behalf.

IT IS HEREBY STIPULATED:

By: /s/ Michelle L McGowan Date: 05/24/2024
Michelle L McGowan, Esq.

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NO OPPOSITION:

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